

PURCHASE AGREEMENT

This Agreement is made and entered into this 22nd day of March 2016, by and between Shine the Light, Inc., a Minnesota corporation (hereinafter referred to as "Seller") and R&J Broadcasting, Inc., a Minnesota corporation (hereinafter sometimes referred to as "Buyer").

RECITALS

- A. Seller is the Federal Communications Commission ("FCC" or "Commission") Licensee and owner of FM radio translator Station K300AS, Facility Identification Number 150140 (hereinafter referred to as the "Station"), licensed to Thief River Falls, Minnesota, and currently used to rebroadcast the signal of primary Station KKEQ(FM), licensed to Fosston, Minnesota;
- B. Buyer operates Radio Station KKCQ(AM), licensed to Fosston, Minnesota;
- C. Seller wishes to sell, transfer and assign, and Buyer desires to obtain the license for the Station on the terms and conditions of this Purchase Agreement ("Agreement"); and
- D. The assignment of the License issued by the Commission for the operation of the Station may not be assigned to Buyer without the prior written consent of the Commission.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. DEFINITION OF TERMS. As used herein, the following terms have the following meanings:

- a. "Commission Order" means an Order of the Commission consenting to the assignment from Seller to Buyer of the License.
- b. "Final Commission Order" or "Final Order" mean that the time for filing a request for administrative or judicial relief, or for instituting administrative review sua sponte, has expired without any such filing having been made or notice of such review having been issued, or in the event of such filing or review sua sponte, the Commission Order has been reaffirmed or upheld and the time for requesting further review or relief with respect thereto has expired without any such request having been filed.
- c. "Closing Date" and "Closing" mean the date and time at which the License (as defined herein) will be transferred from Seller to Buyer. Subject to the provisions of Sections 10 and 15 hereof, the date and time shall be as agreed by the parties; provided, however, that unless otherwise agreed to in writing by the parties, the closing date shall occur not later than the tenth (10th) day after the FCC's Order consenting to the assignment has been granted becomes a Final Order, unless finality has been waived by the Buyer.
- d. "License" shall mean the license, permit or other authorizations and renewals thereof

issued by the Commission in connection with Station K300AS and any and all applications with regard to the Station pending before the Commission, including any applications that may be filed prior to the Closing Date.

2. ASSETS TO BE SOLD, CONVEYED AND PURCHASED. At the Closing, upon the terms and subject to the provisions of this Agreement, Seller shall:

a. Sell, convey, assign and transfer or cause to be delivered to Buyer, the License for FM translator Station K300AS free and clear of all debts, mortgages, liens, security interests, encumbrances or other obligations; and

b. Execute and deliver to Buyer all such general warranty deeds, bills of sale (with full covenants of warranty), assignments, leases and other documents and instruments as may be required by this Agreement and as Buyer may reasonably request in order to effectuate the transfer and sale of the License to Buyer as of the Closing Date.

3. DEPOSIT, ELECTRONIC CLOSING AND DELIVERY OF PURCHASE PRICE. The total Purchase Price for the License shall be Seventeen Thousand and no/100th Dollars (“\$17,000.00”). With the execution of this Agreement and hereby acknowledged by Seller, the Buyer has made a deposit with Seller of Five Thousand and no/100th Dollars (\$5,000.00) (“Deposit”). The Closing shall be conducted electronically meaning that the parties shall: (a) exchange draft closing documents as required by this Agreement via electronic transfer (email) no later than 7 days prior to the scheduled Closing Date; (b) exchange final and fully closing documents as required by this Agreement on the Closing Date via electronic transfer (email); and (c) the remainder of the Purchase Price shall be sent by Seller’s check via regular United States Postal Service mail delivery, to be postmarked no later than the Closing Date, provided that all conditions precedent in Sections 16 and 17 (other than payment of the Purchase Price) have been satisfied and all closing documents in Sections 18 and 19 have been delivered.

4. COMMISSION, CONSENT TO ASSIGNMENT OF BROADCASTING LICENSES. Notwithstanding anything herein to the contrary, the terms and conditions of this Agreement are subject to a Commission Order having been issued, and unless expressly waived by Buyer, having become a Final Order.

5. APPLICATION FOR COMMISSION CONSENT. Buyer and Seller shall cooperate and use their best efforts expeditiously to prepare, file, amend if necessary, and prosecute an application requesting Commission consent to assignment of License in the manner contemplated by this Agreement, not later than ten (10) days after this Agreement has been executed. Each shall take all actions and give all notices as may be required or requested by the Commission or as may be appropriate in an effort to

obtain and expedite the granting by the Commission of its approval to the assignment of the License to the Buyer. Buyer and Seller hereby agree and shall permit Buyer's Commission legal counsel to electronically submit the assignment application to the Commission. Buyer's Commission legal counsel shall represent Seller for the sole purpose of ensuring that the Seller's portion of the assignment application which will be prepared with information prepared solely by Seller and/or its legal counsel, is properly electronically submitted to the Commission. It shall be clear that the parties understand that Buyer's Commission legal counsel cannot represent Seller in any other capacity.

6. COSTS AND EXPENSES. Any filing or other fees required by the Commission or other government entity in connection with the assignment of the License from Seller to Buyer contemplated by this Agreement shall be paid by Buyer.

7. BUYER'S OPTION TO MODIFY STATION. It is Buyer's intention to utilize the Station as a fill-in translator to improve the operation of its owned Station KKCQ(AM), licensed to Fosston, MN, consistent with existing Commission's Rules, and as amended in *Revitalization of the AM Service*, First Report and Order, Further Notice of Proposed Rulemaking and Notice of Inquiry, FCC 15-142 (released October 23, 2015) ("AMR Order"). In order to do so, the Station must be modified. To implement the requirements of the AMR Order, the Commission has announced two Filing Windows for FM Translator Modifications during which such modifications to the Station can be made in Public Notice DA-1491, released December 23, 2015. Buyer is eligible to participate in one or the other (but not both) filing windows. As such, during the pendency of the application for assignment of the Station to Buyer contemplated by this Agreement, Buyer has the sole and exclusive option to require that Seller cooperate in the preparation and filing, and support and defense of the prosecution of an application (in Buyer's name pursuant to Section 73.3517(a) of the Rules) to modify the Station consistent with the Commission's Rules and requirements for use as a fill-in translator to rebroadcast Station KCCQ(AM) ("Modification"). Buyer may exercise this option by notifying the Seller at any time after the filing of the assignment application contemplated herein, of Buyer's intention to prepare and file the Modification at its own expense. Consistent with Section 73.3517 of the Commission's Rules, Seller will prepare and deliver to Buyer a written statement granting its consent to the filing of the Modification within two (2) days of Buyer's request for such statement.

8. COVENANTS OF SELLER PENDING CLOSING. Between the date of this Agreement and the Closing Date, the Station will be controlled and operated by Seller in the ordinary course of business. In addition, Seller covenants and agrees that up to and including the Closing Date or some earlier date as set forth in this Section 8:

a. Seller shall continue to carry on the business and operation of the Station in substantially the same manner as heretofore in the ordinary course of business.

b. Seller shall continue to operate the Station in accordance with the terms of the License and the rules of the Commission. Seller will deliver to Buyer, promptly after filing, copies of any material, reports, applications or communications with the Commission related to the Station that are filed between the date of this Agreement and the Closing Date.

c. During the period commencing on the date hereof and ending at the Closing Date, except as permitted, required or specifically contemplated by this Agreement:

(i) The business and operation of the Station will be conducted only in the ordinary course consistent with past practices.

(ii) Seller will not transfer, sell, lease or otherwise encumber or dispose of the License or business or the Station, except for dispositions in the ordinary course of business consistent with past practices.

(iii) Except as provided for in Section 7 hereof, Seller will not modify, file an application to modify or otherwise alter the operating parameters and/or authorizations for the Station.

(iv) Seller will not take any action or fail to take any action that could result in the expiration, revocation suspension or adverse modification of any of the License or fail to prosecute with due diligence any applications to or other matters involving the Commission or any other governmental authority material to the business or operation of the Station.

(v) Seller will not modify in any material respect the broadcast hours or the programming or make any material changes in the programming policies or formats of the Stations, except for such modifications and changes which may, in the good faith judgment of Seller, be required by the public interest.

(vi) Seller will maintain the License in good operating condition and repair.

d. Prior to the Closing, Seller will remain responsible for the control and operations of the Station and the License.

e. Seller shall render accurate at and as of the Closing Date the representations and warranties made by it in this Agreement. Seller shall give written notice to Buyer promptly upon the occurrence of or becoming aware of any information of the impending or threatened occurrence of any event that would cause or constitute a material breach or otherwise render any representation or warranty false, or would have caused a material breach or rendered any representation or warranty false, had such event occurred or been known to Seller prior to the date hereof; of any representations or warranties contained in this Agreement.

f. Subject to the provisions of this Agreement, Seller will take all necessary corporate and other action required of it to carry out the transactions contemplated by this Agreement.

g. If for any reason the transactions contemplated in this Agreement are not consummated, Seller shall not disclose to third parties any information designated as confidential and received from Buyer or its agents in the course of investigating, negotiating and completing the

transactions contemplated by this Agreement, including, without limitation, any of the terms and conditions of this Agreement. Nothing shall be deemed to be confidential information that (a) is known to Seller at the time of its disclosure to it, (b) becomes publicly known or available other than through disclosure by Buyer, (c) is rightfully received by Seller from a third party, or (d) is independently developed by Seller.

h. Seller shall use reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

i. Seller will promptly notify Buyer in writing upon becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder, or upon receiving any notice from any governmental department, court, agency or commission of its intention to institute an investigation into, or institute any action or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or to nullify or render ineffective this Agreement or such transactions if consummated.

9. COVENANTS OF BUYER PENDING CLOSING. Buyer covenants and agrees that from the date hereof, up to and including the Closing Date:

a. Buyer shall render accurate at and as of the Closing Date the representations and warranties made by it in this Agreement. Buyer shall give written notice to Seller promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of any event which would cause or constitute a material breach, or would have caused a material breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

b. Subject to the provisions of this Agreement, Buyer will take all necessary business and other action required of it to carry out the transactions contemplated by this Agreement.

c. Buyer shall use all reasonable efforts to fulfill and perform all conditions and obligations on its parts to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

d. Buyer will promptly notify Seller in writing upon becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder, or upon receiving any notice from any governmental department, court, agency or commission of its intention to institute an investigation into, or institute any action or proceeding to restrain or enjoin the consummation of this Agreement or such transactions, or to nullify or render ineffective this Agreement or such transactions if consummated.

e. If for any reason the transactions contemplated in this Agreement are not consummated, Buyer shall not disclose to third parties any information designated as confidential and received from Seller or its agents in the course of investigating, negotiating and completing the

transactions contemplated by this Agreement, including, without limitation, any of the terms and conditions of this Agreement. Nothing shall be deemed to be confidential information that (a) is known to Buyer at the time of its disclosure to it, (b) becomes publicly known or available other than through disclosure by Seller, (c) is rightfully received by Buyer from a third party, or (d) is independently developed by Buyer.

10. TIME FOR COMMISSION CONSENT. This Agreement shall remain in full force and effect for one year from the date hereof, and, except as expressly provided in other sections of this Agreement, shall not be modified or terminated by either party without the written consent of the other. Thereafter, a party which has fulfilled all of its covenants under this agreement and which is not then in material breach or default of any term or condition of this Agreement shall have the right to withdraw from this Agreement upon giving ten (10) days advance written notice to the other party. Upon expiration of the 10 day period this agreement shall be deemed properly terminated; provided, however, that any right or remedy for breach or default which cannot by its terms be effected prior to termination of this Agreement shall survive termination. Provided, further, that any claim or action based on such breach or default must be brought by the claimant party, if at all, within 6 months of the contract termination and, if not brought within 6 months shall be forever barred.

11. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes the following representations and warranties to Buyer.

a. Standing and Authority.

(i) Seller Corporation now, and on the Closing Date shall be, a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

(ii) This Agreement is, and on the Closing Date shall be, the valid, legally binding, and enforceable obligation of Seller. Neither the making nor performance of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby shall constitute a default under any contract or commitment to which Seller is a party or by which it is bound, or has resulted or will result in the creation or imposition of any lien or encumbrance in favor of any third party with respect to the License.

b. Seller is now, and will be at the Closing, the Licensee of the Station. The License is free and clear of legal disqualifications and of restrictions of such nature as would limit the operation of the Station currently being conducted. There are no competing applications, petitions to deny complaints or proceedings known by Seller to be pending or threatened before the Commission and relating to the business and operation of the Station. If required prior to Closing, Seller will notify the Commission that the Station has gone silent and shall request proper authorization from the

Commission.

c. Prior to the Closing Date, Seller will ensure that any and all agreements that Seller has to broadcast on the Station have been terminated or will be terminated effective on the Closing Date. This shall include, but not be limited to, any and all agreements that are now in effect or may be entered into by Seller to rebroadcast any other station's signal on the Station or any programming or advertising that Seller has entered into a contract to broadcast on the Station. As of the Closing Date there shall be no programming obligations on the Station.

d. The Station is, and at the Closing Date shall be, in compliance with all applicable federal, state and local laws; ordinance and regulations. Seller agrees that prior to the Closing Date, if it becomes aware of any violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Commission, it shall remove all such violations or be responsible for the costs of removing such, including the payment of any forfeitures which may be assessed before or after Closing in regard to any such violations.

e. Seller has, in the conduct of the affairs of the Station, complied with applicable laws, rules, regulations and policies relating to the employment of labor, and is not liable for any arrears of wages or any tax or other penalties for failure to comply with any of the foregoing. It is understood and agreed between the parties that if any representation in this subsection shall prove to be untrue, it shall not be a basis for terminating this agreement, but Seller shall indemnify and hold Buyer harmless from all claims and/or causes of action arising from same.

f. Seller has and as of the Closing Date, shall have paid and discharged all federal, state and local taxes, assessments, excises, levies and other charges levied or imposed upon or in connection with the Stations or its operation that are payable as of the Closing Date. It is understood and agreed between the parties that if any representation in this subsection shall prove to be untrue, it shall not be a basis for terminating this agreement, but Seller shall indemnify and hold Buyer harmless from all claims and/or causes of action arising from same.

g. Litigation. There are no pending judgments, actions, suits, judicial or administrative proceedings, or governmental investigations which could adversely affect Seller's power, authority or ability to enter into this Agreement and Seller's power, authority or ability to carry out the transactions contemplated hereby, and Seller is aware of no such judgments, actions, suits, proceedings and investigations threatened but not yet commenced, or of any circumstances which might give rise to such actions, suits proceedings or investigations.

h. Upon Closing, Seller will guarantee to cease all operation from the transmitter location. Buyer will have no responsibility for the removal of any and all equipment from the transmitter location or tower.

12. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer makes the following representations and warranties to Seller:

a. Standing and Authority.

(i) Buyer is now and on the Closing Date shall be a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, and has all corporate power and authority to carry out the transactions contemplated hereby, and is qualified to be a Commission Licenses.

(ii) This Agreement is the valid, legally binding and enforceable obligation of Buyer. Neither the making nor performance of this Agreement by Buyer nor the consummation of the transactions contemplated hereby by Buyer will constitute a default under any contract or commitment to which Buyer is a party or by which it is bound.

b. Litigation. There are no pending judgments, actions, suits, judicial or administrative proceedings, or governmental investigations which could adversely affect Buyer's power, authority or ability to enter into this Agreement and Buyer's power, authority or ability to carry out the transactions contemplated hereby, and Buyer is aware of no such judgments, actions, suits, proceedings and investigations threatened but not yet commenced, or of any circumstances which might give rise to such actions, suits proceedings or investigations.

13. LIABILITIES. The License shall be sold and conveyed to Buyer free and clear of all liabilities (which includes any balance owed for services previously rendered) obligations, liens, security interests and encumbrances, except for liens for property taxes not yet due and payable. Buyer does not assume and will not be liable for any such liability, obligation, claim, lien, security interest or encumbrance of Seller.

14. INDEMNIFICATIONS.

a. Seller hereby agrees to indemnify and hold Buyer and its successors and assigns, harmless from and against:

(i) Any and all claims, liabilities and obligations of any kind or nature arising from the operation of the Station prior to Closing; and

(ii) Any and all damage or deficiency resulting from any material misrepresentation, any material breach of warranty, or any material non-fulfillment by Seller prior to Closing of any agreement or obligation or from any material misrepresentation in, or material omission from, any certificate or other instrument furnished by Seller to Buyer under this Agreement or in connection with any of the transactions contemplated hereby.

b. If any claim or liability shall be asserted against Buyer which would give rise to a claim by Buyer against Seller for indemnification under the provisions of this paragraph, Buyer shall promptly notify Seller in writing of the same and Seller shall be entitled at its own expense to compromise or

defend any such claim. If, after giving such notice to Seller involving any claim that would have the effect of shutting down the operation of the Station and Seller has failed to resolve the claim prior to such shutdown, Buyer may pay such claim and deduct the amount thereof from any monies due Seller.

c. Buyer hereby agrees to indemnify and hold Seller and its successors and assigns harmless from and against:

(i) Any and all claims, liabilities and obligations of any kind or nature, contingent or otherwise, arising from or relating to the operation of the Stations subsequent to the Closing hereunder including;

(ii) Any and all damage or deficiency resulting from any material misrepresentation, material breach of warranty, or material non-fulfillment of any agreement or obligation assumed under this Agreement, or from any material misrepresentation in or material omission from any certificate or other instrument furnished by Buyer to Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby; and

(iii) Any and all judgments, actions, suits, proceedings, damages, assessments, costs and expenses, including reasonable attorneys' fees incurred by Seller as a result of Buyer's failure or refusal to compromise or defend any claim incident to the foregoing provisions.

d. If any claim or liability shall be asserted against Seller which would give rise to a claim by Seller against Buyer for indemnification under the provisions of this paragraph, Seller shall promptly notify Buyer of the same and Buyer shall be entitled at its own expense to compromise or defend any such claim.

Notwithstanding the foregoing hold harmless terms and conditions, the terms and conditions relating to indemnification, and notwithstanding any other provision of this Agreement to the contrary, neither party shall be liable to the other for consequential damages proximately resulting from a breach or default under this Agreement.

15. RISK OF LOSS.

a. The risk of any loss or damage to the License shall be on Seller at all times prior to Closing and thereafter shall be on the Buyer. In the event of any pre-Closing loss or damage, Seller shall repair, replace or restore the License as soon as possible, provided, however, that if such loss or damage is caused by Buyer's negligence, Buyer shall indemnify Seller for the value of such loss or damage.

b. If any event occurs prior to Closing which prevents broadcast transmission of the Station in its usual and customary manner in accordance with its licensed parameters and the Standards of Good Engineering Practices, and Seller cannot restore the facilities so that such transmissions can be resumed within five (5) days thereafter and such event was not caused by the negligent or intentional act or omission of Buyer, Buyer shall have the option to (i) terminate this Agreement; (ii) postpone the Closing until such time as the License has been repaired, replaced or restored so that, in Buyer's discretion, such broadcast transmission may continue, or (iii) elect to consummate the Closing and accept the

License in an "As Is" condition with an assignment by Seller to Buyer of any insurance monies paid or payable to Seller with respect thereto.

c. Subject to the rights and remedies granted to a non-defaulting/non-breaching party under Section 20 hereof, which rights and remedies shall survive a termination of this Agreement which is based on breach or default of its terms, this Agreement may be terminated at any time prior to the Closing Date by:

- (i) the mutual consent of all parties hereto;
- (ii) Seller if any of the conditions provided in Section 17 have not been met by the time required and have not been waived; provided Seller is not in material breach at the time;
- (iii) Buyer if any of the conditions provided in Section 16 have not been met by the time required and have not been waived, provided Buyer is not in material breach at the time;
- (iv) any non-defaulting party if the other party within ten (10) days after the execution of this Agreement has not placed on file with the Commission its portion of substantially complete applications for Commission consent to the transfer or assignment of the License, provided that the non-defaulting party has used its best efforts to cooperate in the preparation of said applications;
- (v) any non-defaulting party hereto if the Commission has denied the transfer or assignment contemplated by this Agreement;
- (vi) any non-defaulting party hereto if the Commission has not approved the transaction contemplated herein within the time specified in Section 10 of this Agreement.

No termination pursuant to this Section 15(c) shall relieve any party of any liability it would otherwise have for breach of this Agreement.

16. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. If, at the Closing Date, the following conditions are satisfied, and subject to the other provisions of this Agreement, Buyer shall be obligated to purchase License to the extent set forth and in accordance with the terms and conditions of this Agreement:

a. The representations and warranties of Seller contained in this Agreement shall be true in all material respects as of the Closing Date as though made on such date, except for changes permitted by this Agreement. Seller shall have performed and complied with all obligations and covenants required by Seller by this Agreement to be performed or complied with on or prior to the Closing Date.

b. Seller shall have delivered to Buyer the Closing Documents required by this Agreement.

c. There is not on the Closing Date any litigation, judgment, proceeding or investigation before any administrative or judicial body, federal, state or local, pending, or to the knowledge of Seller, threatened which would impair materially the ability of Seller to carry out the provisions of this

Agreement

d. The License shall be in the name of Seller and be free and clear of material conditions, competing applications, petitions to deny, complaints, appeals or any material restrictions as might limit the operation of the Station as presently authorized except any conditions or restrictions that appear on the face of the License or are imposed by Commission rules.

e. Subject to Section 11 here, the Station shall be (i) operating and operable in full compliance with all applicable laws and regulations, including but not limited to the Commission's rules and regulations and (ii) operating and operable at the Station's maximum authorized facilities.

f. On the Closing Date, each person or entity whose consent to or approval of the sale, conveyance, transfer and assignment of the License to Buyer as herein provided is then required, shall have duly consented or approved such sale, conveyance, transfer and assignment, except insofar as such consent or approval shall have been expressly waived by Buyer.

g. All programming and/or advertising commitments for the Station shall have been terminated as of the Closing Date. Buyer shall have no obligation after the Closing Date with respect to broadcast obligations on the Station.

h. The Commission Order shall have been issued and, unless expressly waived by Buyer in its sole discretion, have become a Final Order.

17. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. If, at the Closing Date, the following conditions are satisfied, Seller shall be obligated to sell the License to the extent set forth in accordance with terms and conditions of this Agreement.

a. The representations and warranties of Buyer contained in this Agreement shall be true in all material respects as of the Closing Date as though made on such date, except for changes permitted by this Agreement. Buyer shall have performed and complied with all obligations and covenants required by Buyer by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

b. All payments under this Agreement which are due and payable to Seller on the Closing Date shall have been paid in accordance with the terms of this Agreement.

c. Buyer shall have delivered to Seller the Closing Documents required by this Agreement.

d. The Commission Order shall have been issued, and unless expressly waived by Buyer in its sole discretion, have become a Final Order.

18. CLOSING DOCUMENTS TO BE DELIVERED TO BUYER. On the Closing Date and at the Closing Place, the following documents shall be delivered to Buyer by Seller in form and substance satisfactory to both parties:

a. Assignment instrument in form satisfactory to Buyer, dated the Closing Date,

appropriately executed, assigning the License, set forth in Schedule A attached hereto, to Buyer.

b. Such other assignments, documents and instruments as required by this Agreement or as counsel for Buyer may reasonably require.

c. A certificate signed by Seller's authorized representative dated the Closing Date, certifying to the fulfillment of the conditions set forth in Section 16(a).

d. A certificate dated the Closing Date of the corporate secretary of Seller as to resolutions of the Seller relating to this Agreement and the transactions contemplated thereby.

19. CLOSING DOCUMENTS TO BE DELIVERED TO SELLER. On the Closing Date and at the Closing Place, Buyer shall deliver to Seller:

a. The purchase price required under Section 4 of this Agreement in the form prescribed by this Agreement.

b. A certificate dated the Closing Date signed by Buyer's authorized representative as to resolutions of Buyer relating to this Agreement and the transactions contemplated hereby.

c. A certificate signed by Buyer's authorized representative dated the Closing Date, certifying to the fulfillment of the conditions set forth in Section 17(a).

20. DEFAULT AND REMEDIES ON DEFAULT.

a. In the event of a material breach by Buyer of any term or condition of this Agreement or any warranty or representation contained herein or in the Schedules attached hereto, Seller may retain the Deposit paid by Buyer and the License used in the operation of the Station as its sole and exclusive remedy. The rights conferred by this paragraph may not be exercised unless Seller has given Buyer thirty (30) days written notice of the specific nature of the breach and Buyer has failed, within that thirty (30) day period to correct it or initiate corrective action that will result in a cure of said breach within a reasonable time thereafter.

b. In the event of a material breach by Seller of any term or condition of this Agreement or any warranty or representation contained herein Buyer may sue for damages, exclusive of consequential damages, proximately caused and directly suffered by Buyer as a result of said breach or may sue for specific performance. The rights conferred by this paragraph may not be exercised unless Buyer has given Seller thirty (30) days written notice of the specific nature of the breach and Seller has failed, within that thirty (30) day period, to correct it or initiate corrective action that will result in a cure of said breach within a reasonable time thereafter. Any suit for specific performance must be commenced by Buyer or Seller within six (6) months after the expiration of such thirty (30) day notice period.

21. BROKERAGE. Seller and Buyer acknowledge that no fee or commission in the nature of finder, originator or broker fee in connection with the subject matter of this Agreement have

been incurred by either of them. Each party to this Agreement shall indemnify the other party and hold it harmless against any claim for brokerage or other commissions from any person claiming to have worked on its behalf relative to the transactions contemplated by this Agreement.

22. NOTICE. All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Buyer:	R&J Broadcasting, Inc. Attention: Mr. Jimmy D. Birkemeyer 312 West Main Street Ada, MN 56510
Copy to:	Pamela C. Cooper, Esq. The Law Offices of Pamela C. Cooper, PLLC 904 Holly Blossom Court Great Falls, VA 22066
If to Seller:	Shine the Light, Inc. Attention: Mr. Robert Bush P.O. BOX 131 Fosston, MN 56542
Copy to:	

23. SURVIVAL OF TERMS. The provisions hereof which are to be performed after the Closing and the several covenants, representations, warranties and agreements of the parties herein contained shall survive the Closing.

24. ENTIRE AGREEMENT. This Agreement and its schedules which are attached hereto, together with all other referenced prior written agreements which have been executed by the parties, and including all executed counterparts, embody the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any other prior agreements or understandings between them with respect to the subject matter hereof. No provisions hereby may be amended, modified, terminated or revised except by a writing signed by all the parties.

25. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota.

26. SUCCESSORS AND ASSIGNS. This Agreement shall, prior to Closing, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and Buyer shall have the right to assign its interest in this Agreement to an entity controlled by Buyer or this Agreement may be assigned by either party upon receipt of written approval by the other party and such approval shall not be unreasonably withheld.

27. OTHER DOCUMENTS. The parties shall execute such other documents as may be necessary for the implementation and consummation of this Agreement and each party agrees to take such action as is reasonably required to correct any ministerial errors contained in this Agreement or any document utilized in the consummation of the transactions contemplated herein.

28. HEADINGS. The headings of the sections of this Agreement are for convenience and reference only, do not form a part hereof and do not modify interpret or construe the meanings or intentions of the parties.

29. SEVERABILITY. Provided that severance of any provision of this agreement does not materially impair the rights and obligations of a party hereunder, in the event that any provision of this Agreement is found by a court, agency or other entity of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be severed from the Agreement, and all other provisions of the Agreement shall remain in full force and effect.

30. COUNTERPARTS. This Agreement may be executed in identical counterparts, and each such document shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single document. Counterparts may be delivered by facsimile or electronically and shall constitute an enforceable document provided that an original signature shall be delivered within seven (7) days after delivery of the facsimile or electronic copy.

31. CONFIDENTIALITY. The parties agree that all information received from the other party pursuant to this Agreement shall remain confidential, except as it may be disclosed to the parties' attorneys, accountants, appraisers, lenders and advisors retained by that party in connection with the transaction contemplated by this Agreement. To the extent such information is disclosed to a third party as authorized herein, the party disclosing the same agrees that they will obtain representations from all such authorized persons to whom they provide this information that such information shall be kept confidential. Nothing shall be deemed to be confidential information that (a) is known to a part at

the time of its disclosure to it, (b) becomes publicly known or available other than through disclosures by the other party, (c) is rightfully received by a party from a third party, or (d) is independently developed by a party. Prior to Closing, no public announcement of this transaction shall be made by either party without the prior written consent of the other party, except as required by law.

32. INTERCHANGEABLE TERMS. References to gender shall not be exclusive. Where appropriate, specific reference to feminine, masculine and neuter may be read to include the others. Where appropriate the singular may be read to include the plural and vice versa.

33. JOINT RESPONSIBILITY. With respect to the form of this Agreement, both parties assume joint responsibility for the form and composition of each paragraph and they further agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of each part thereof.

This Agreement is not to be strictly construed for or against either of the parties. It shall be interpreted simply and fairly to both parties.

34. RECITALS. For purposes of this agreement, the recitals (whether denoted separately or integrated into provisions of this agreement) shall be deemed by any court or other tribunal as determinative of the facts set forth therein. Said recitals shall be used to construe the terms, conditions, and purposes of this Agreement and to decide any dispute or claim which may arise in connection herewith.

35. ATTORNEYS' FEES. In the event of litigation between parties arising out of this agreement, reasonable attorneys' fees, costs and disbursements shall be awarded to the party in whose favor judgment is rendered.

36. VENUE. All actions arising out of this Agreement shall be venued in Polk County, Minnesota. Each party hereby specifically waives any and all right to have any action commenced hereunder venued elsewhere.

IN WITNESS WHEREOF, each party, through its duly authorized representative, has executed this Agreement as of the date first above written.

SELLER

Shine the Light, Inc.

By:

Robert Bush

Title: President

BUYER

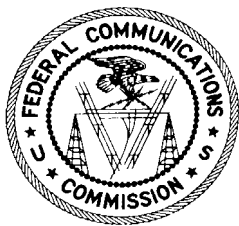
R&J Broadcasting, Inc.

By:

Jimmy D. Birkemeyer

Title: President

SCHEDULE A
Broadcast License for Station K300AS



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

SHINE THE LIGHT, INC
PO BOX 131
FOSSTON MN 56542

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 150140

Call Sign: K300AS

License File Number: BLFT-20070405ACB

Grant Date: June 05, 2007

This license expires 3:00 a.m.
local time, April 01, 2013.

This license covers permit no.: BMPFT-20070215ABF

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: K300AS

License No.: BLFT-20070405ACB

Name of Licensee: SHINE THE LIGHT, INC

Principal community to be served: MN-THIEF RIVER FALLS

Primary Station: KKEQ (FM) , Channel 296, FOSSTON, MN

Via: Direct - off-air

Frequency (MHz): 107.9

Channel: 300

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 48 deg 06 min 59 sec

West Longitude: 96 deg 11 min 32 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.312 kW

Antenna type: (directional or non-directional): Non-Directional
Description: ARM FMA707-2

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.25	0.25
Height of radiation center above ground (Meters):	35	35
Height of radiation center above mean sea level (Meters):	379	379

Antenna structure registration number: 1024854

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION
FOR RENEWAL OF LICENSE, BRIT-20121127AJQ,
WAS GRANTED ON 03/22/2013 FOR A TERM
EXPIRING ON 04/01/2021.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION
FOR STATION K300AS.

FACILITY ID: 150140

LOCATION: THIEF RIVER FALLS, MN

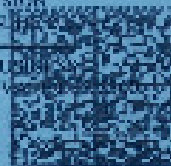
THIS CARD MUST BE POSTED WITH THE STATION'S
LICENSE CERTIFICATE AND ANY SUBSEQUENT
MODIFICATIONS.



5654280131 5001

FEDERAL COMMUNICATIONS
COMMISSION
WASHINGTON, DC 20541

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300



Hastler

0161426513110

\$00.460

03/25/2013

Mailed From 20745

US POSTAGE

SHINE THE LIGHT, INC
PO BOX 131
JACKSON, MN 56512

1003701 02500 NOTIFICATION

